



#811838
THE CITY OF NEW YORK

OFFICE OF LABOR RELATIONS

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<http://nyc.gov/html/olr>

JAMES F. HANLEY

Commissioner

PAMELA S. SILVERBLATT

First Deputy Commissioner

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES

FROM: JAMES F. HANLEY, COMMISSIONER *James F. Hanley*

SUBJECT: EXECUTED CONTRACT: SERGEANTS

TERM: DECEMBER 1, 2000 TO MAY 31, 2003

10/5/03

Attached for your information and guidance is a copy of the executed contract entered into by the Commissioner of Labor Relations on behalf of the City of New York and the Sergeants Benevolent Association on behalf of the incumbents of positions listed in Article I of said contract.

The contract incorporates terms of an agreement reached through collective bargaining negotiations and related procedures.

DATED: OCT 02 2003

OFFICE OF LABOR RELATIONS	
REGISTRATION	
OFFICIAL	CONTRACT
NO:	DATE:
<u>04010</u>	<u>OCT 02 2003</u>

40 pages

**Sergeants' Benevolent Association
December 1, 2000 - May 31, 2003 Agreement**

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**Sergeants' Benevolent Association
December 1, 2000 – May 31, 2003 Agreement**

AGREEMENT made this 1st day of Oct 2003 by and between the City of New York (hereinafter called "the City"), acting by the Commissioner of Labor Relations, and the Sergeants' Benevolent Association of the City of New York (hereinafter called "the Union" or the "SBA"), for the thirty month period from December 1, 2000 to May 31, 2003.

WITNESSETH:

WHEREAS, the Sergeants employed by the City have duly designated the Union as their exclusive bargaining representative for the purpose of collective bargaining with the City with respect to wages, hours and conditions of employment; and

WHEREAS, the Union and the City desire to cooperate in establishing conditions which will tend to secure standards and conditions of employment consistent with the dignity of Sergeants, and to provide methods for fair and peaceful adjustment of disputes that may arise between the Union and the City; and

WHEREAS, as a result of collective bargaining the parties have reached an Agreement which they desire to reduce to writing;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION

Section 1.

The City recognizes the Union as the sole and exclusive collective bargaining representative for the unit consisting of the employees of the New York City Police Department in the title of Sergeant.

Section 2.

Except as otherwise provided herein, for purposes of this Agreement, the terms "employee" or "employees" and "Sergeant" or "Sergeants" shall be interchangeable and shall relate solely to employees in the unit described in Section 1 of this Article.

ARTICLE II - UNION SECURITY DUES CHECKOFF

Section 1.

All employees covered by this agreement shall be free to become and remain members of the Union in good standing.

Section 2.

The Union shall have the exclusive right to the check-off and transmittal of dues in behalf of each employee in the unit in accord with the Mayor's Executive Order No. 98, dated May 15, 1969, entitled "Regulations Regulating the Checkoff of Union Dues" and in accord with the Mayor's Executive Order No. 107, dated December 29, 1986, entitled "Regulations Governing Procedures for Orderly Payroll Checkoff of Union Dues" and any executive orders which amend or supersede said Executive Orders.

Section 3.

An employee may consent in writing to the authorization of the deduction of dues from the employee's wages and to the designation of the Union as the recipient thereof. Such consent, if given, shall be in a proper form, acceptable to the City, which bears the signature of the employee.

Section 4.

The parties agree to an agency shop to the extent permitted by applicable law, the provisions of such to be negotiated and contained in a supplemental agreement which will become part of this Agreement when and if agreed to.

ARTICLE III - HOURS AND OVERTIME

Section 1.

- a. All ordered and/or authorized overtime in excess of the hours required of an employee by reason of the employee's regular duty chart, whether of an emergency nature or of a non-emergency nature, shall be compensated for either by cash payment or compensatory time off, at the rate of time and one-half, at the sole option of the employee. Such cash payments or compensatory time off shall be computed on the basis of fifteen (15) minute segments.
- b. In order to preserve the intent and spirit of this section on overtime compensation, there shall be no rescheduling of days off and/or tours of duty except as provided below. This restriction shall apply both to the retrospective crediting of time off against hours already worked and to the anticipatory reassignment of personnel to different days off and/or tours of duty except as provided below. Notwithstanding anything to the contrary contained herein, the Department shall not have the right to reschedule employees' tours of duty, except that the Department shall have the right to reschedule employees' tours of duty on ten occasions without payment of pre-tour or post-tour overtime provided that the Department gives at least 24 hours notice to the employees whose tours are to be rescheduled, and on the following occasions the Department may reschedule employees' tours of duty by not more than three hours before or after the normal starting for such tours, without payment of pre-tour or post-tour overtime provided that the Department gives at least seven days' advance notice to the employees whose tours are to be so rescheduled: New Year's Eve, St. Patrick's Day, Thanksgiving Day, Puerto Rican Day, West Indies Day and Christopher Street Liberation Day.

Section 2.

Notwithstanding anything to the contrary in this Agreement, employees assigned to the Detective Bureau and/or "Designated as Supervisor of Detective Squad" and/or "Designated on Special Assignment" shall receive overtime compensation in the following manner:

- (a) Effective January 1, 1986, all ordered and/or authorized overtime in excess of 40 hours in any week or in excess of the hours required of an employee by reason of the employee's regular duty chart if a week's measurement is not appropriate, whether of an emergency nature or of a non-emergency nature, shall be compensated for either by cash payment or compensatory time off, at the rate of time and one-half, at the sole option of the employee. Such cash payments or compensatory time off shall be computed on the basis of completed fifteen (15) minute segments.
- (b) In order to preserve the intent and spirit of this section on overtime compensation, there shall be no rescheduling of days off, except that for the purpose of night watch coverage an employee's swing period shall not be diminished by more than 8 hours. This restriction shall apply both to the retrospective crediting of time off against hours already worked and to the anticipatory reassignment of personnel to different days off. Prior to the completion of the steps in the grievance procedure under Article XX of this Agreement, the President of the S.B.A. may informally discuss a question in regard to the application of this Section 2(c) with the Police Commissioner and the Chairman of the Personnel Grievance Board in an effort to resolve the matter.
- (c) An employee who is specially assigned to duty involving travel outside New York City shall receive credit for eight (8) hours' work for each day of that assignment at the employee's straight time rate of pay. On days which are not the employee's regularly scheduled days, such credit shall be at the rate of time and one-half. When such employee performs duty in excess of 8 hours and such duty can be verified to the satisfaction of the employee's Commanding Officer, the Commanding Officer shall recommend to the Chief of Department that the employee be credited with appropriate overtime compensation.

Section 3.

Overtime shall be computed on a monthly basis and shall be paid no later than six (6) weeks after submission of the monthly report.

ARTICLE IV - RECALL AFTER TOUR

Section 1.

Any employee who is recalled to duty after having completed the employee's regular tour of duty but four (4) hours or more before the commencement of the employee's next regular tour and who is released without having been assigned to duty prior to the commencement of said next regular tour shall receive a minimum of four hours' pay pursuant to the regular overtime provisions of this Agreement, that is, in cash or compensatory time off at the sole option of the

employee at the rate of time and one-half (i.e., the equivalent of six hours compensation at the employee's straight time rate).

Section 2.

Any employee who is recalled to duty after having completed the employee's regular tour of duty but six (6) hours or more before the commencement of the employee's regular tour and who is assigned to duty and then released from duty prior to commencement of said next regular tour shall receive a minimum of six hours' pay pursuant to the regular overtime provisions of this Agreement, that is, in cash or compensatory time off, at the employee's sole option, at the rate of time and one-half (i.e., the equivalent of nine hours' compensation at the employee's straight time rate).

Section 3.

In the event the actual time spent on recall defined in Sections 1 and 2 of this Article extends beyond the minimum periods provided therein, the employee shall receive pay pursuant to the regular overtime provisions of this Agreement for the full period of time actually spent on such recall.

Section 4.

Notwithstanding anything to the contrary provided in Sections 1 through 3 of this Article, any employee who is recalled to duty after having completed the employee's regular tour of duty but before the commencement of the employee's next regular tour and who is assigned to duty or held without assignment for a period which extends into the commencement of that next regular tour shall receive pay pursuant to the regular overtime provisions of this Agreement only for the actual time so assigned or held.

Section 5.

- a. Notwithstanding anything to the contrary in Sections 1 through 4 of this Article, any employee who is recalled to duty after having completed the employee's regular tour of duty but less than four hours before the commencement of the employee's next regular tour and who is released without having been assigned to duty prior to the commencement of that next regular tour shall receive pay in cash or compensatory time off at the employee's sole option, at the rate of time and one-half, for the actual time between the beginning of such recall and the commencement of that next regular tour.
- b. Notwithstanding anything to the contrary in Sections 1 through 4 of this Article, any employee who is recalled to duty after having completed the employee's regular tour of duty but less than six hours before the commencement of the employee's next regular tour and who is assigned to duty and then released from duty prior to the commencement of that next regular tour shall receive pay in cash or compensatory time off at the employee's sole option, at the rate of time and one-half, for the actual time between the beginning of such recall and the commencement of that next regular tour.

ARTICLE V - COMPUTATION OF BENEFITS

Since the basic forty-hour week has not been changed by this Agreement, any modifications of a standard chart and use of other tours shall not affect current standard practice for the computation of compensation for holidays, vacation days, personal leave days, annuity fund contributions and other relevant benefits, which shall remain on the basis of an eight-hour workday calculation.

ARTICLE VI - SALARIES

Section 1. - Salary Rates

The following base annual salary and increment rates shall prevail for employees during the term of this Agreement:

Class of Positions and Step

(i) Sergeants:

	Effective 12/1/00	Effective 12/1/01
1st Step	\$58,184	\$61,093
2nd Step	\$59,601	\$62,581
3rd Step	\$60,735	\$63,772
4th Step	\$66,000	\$69,300

(ii) Sergeants Designated As Supervisors of Detective Squads or to Special Assignment:

	Effective 12/1/00	Effective 12/1/01
1st Step	\$69,539	\$73,016
2nd Step	\$69,713	\$73,199
3rd Step	\$69,889	\$73,383
4th Step	\$75,759	\$79,547

An employee shall advance one increment step annually on the anniversary date of the employee's appointment to the class of positions occupied.

Section 2.

A laid off employee who is returned to service in the employee's former title or in a comparable title from a preferred list, shall receive the basic salary rate that would have been received by the employee had the employee never been laid off, up to a maximum of two (2) years of general salary increases.

Section 3. General Wage Increase.

- a. (i) Effective December 1, 2000, Employees shall receive a rate increase of 5%.
- (ii) Effective December 1, 2001, Employees shall receive an additional rate increase of 5%.

- b. The increases provided for in this Section 3a above shall be calculated as follows:
 - (i) The increase in Section 3a(i) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on November 30, 2000; and
 - (ii) The rate increase in Section 3a (ii) shall be based upon the base rate (which shall include salary or incremental schedules) of the applicable titles in effect on November 30, 2001.

- c. The general increase provided in this Section 3 shall be applied to the base rates and salary grades fixed for the applicable titles.

Section 4.

Paychecks shall be delivered to commands by 3:00 p.m. on the Thursday preceding payday for distribution after 3:00 p.m. on said Thursday.

Section 5. - Salary Itemization

The Department shall make available in convenient places in each precinct the appropriate payroll work sheets for the purpose of enabling each employee to verify the salary components of the employee's paycheck. The parties will review further the feasibility of otherwise advising each employee of all payroll components along with the employee's paycheck.

ARTICLE VII - UNIFORM ALLOWANCE

Section 1.

In Fiscal Years 2001 and 2002 the City shall pay to each employee a uniform allowance of \$980 in accord with the existing standard procedures.

ARTICLE VIII - LONGEVITY ADJUSTMENTS

Section 1.

- a. Effective December 1, 2000, longevity adjustments shall continue to be paid as follows:
 - (i) Upon the completion of five years of service, employees shall receive a longevity adjustment of \$3,245.

- (ii) Upon completion of ten years of service, employees shall receive a longevity adjustment of an additional \$1,000.
 - (iii) Upon completion of fifteen years of service, employees shall receive a longevity adjustment of an additional \$1,000.
 - (iv) Upon completion of twenty years of service, employees shall receive a longevity adjustment of an additional \$1,000.
- b. Effective November 30, 2002, longevity adjustments shall be paid as follows:
- (i) Upon the completion of five years of service, employees shall receive a longevity adjustment of \$3,770.
 - (ii) Upon completion of ten years of service, employees shall receive a longevity adjustment of an additional \$1,000.
 - (iii) Upon completion of fifteen years of service, employees shall receive a longevity adjustment of an additional \$1,000.
 - (iv) Upon completion of twenty years of service, employees shall receive a longevity adjustment of an additional \$1,000.

Section 2.

- a. The adjustment after the 5th and 10th years shall not be computed as salary for pension purposes until after completing 20 years of service.

The adjustment after the 15th and 20th years shall not be computed as salary for pension purposes until after completion of 25 years of service.

In the event this provision is declared invalid under the law, the parties shall reopen negotiations to resolve the issue of the increased cost of changing the effective date of the pensionability of the above adjustments. Such negotiations will be commenced forthwith. If no agreement is reached, an impasse may be declared and subsequent mediation and the impasse proceeding, if any, shall in all respects be conducted on an expedited basis.

- b. The calculation of night shift differential payments shall be based upon the same factors, amounts and methodology as previously utilized.
- c. ITHP and pension benefit calculations shall only include the amount of the longevity payment that is pensionable.

ARTICLE IX - PAYMENT FOR HOLIDAY WORK

Each employee shall receive eleven (11) paid holidays annually, payments for which shall be made in accord with existing procedures.

ARTICLE X - LEAVES

Section 1. - Sick Leave

- a.
 - (i) Each employee shall be entitled to leave with pay for the full period of any incapacity due to illness, injury or mental or physical defect which is service-connected pursuant to Section 14-122.1 of the Administrative Code.
 - (ii) Each employee shall be entitled to leave with pay for the full period of any incapacity due to illness, injury or mental or physical defect, whether or not service-connected.
- b. The Chief of Personnel shall consult with representatives of the SBA regarding the enforcement of the sick leave program in order to insure that undue restrictions will not be placed upon Sergeants. Departmental orders in connection therewith shall be issued after consultation with the SBA.

Section 2 - Death-in-Family Leave

In the event of a death in an employee's immediate family and upon application to and approval of the employee's commanding officer or supervisory head, the employee shall receive leave with pay not exceeding four consecutive regular tours of duty. For the purposes of this section, the phrase, "immediate family," shall include any of the following: (a) a spouse or domestic partner, (b) a natural, foster or step-parent, child, brother or sister, (c) a father-in-law or mother-in-law, or (d) any relative residing in the employee's household. The commanding officer or supervisory head granting such leave shall verify the death and relationship of the deceased. If the deceased was in the military service of the United States at the time of the death, the employee requesting leave shall produce the official notice of death.

Section 3. - Military Leave

Military leave not exceeding a total of thirty (30) days in any one calendar year and not exceeding thirty (30) days in any one continuous period of such absence shall be granted with pay to any employee requiring such leave to satisfy military obligations.

Section 4. - Special Excusals

Excused time accorded to other personnel employed by the City under circumstances such as excusals for the Dr. Martin Luther King, Jr. and the Senator Robert F. Kennedy funerals and the Moon Landing Observation Day shall be granted equally to employees covered by this Agreement. All compensating days off shall be subject to exigencies of the Department.

Section 5. - Leave to Attend Hearings

Individual employee grievants shall be granted leave with pay for such time as is necessary to testify at arbitration hearings.

Leave with pay shall be granted to three (3) employees who are named grievants in a group arbitration proceeding, for such time as is necessary for them to testify at their group arbitration hearings.

Leave with pay for such time as is necessary to testify at their hearings shall be granted to employees who, after final adjudication of proceedings under Section 210, paragraph 2h of the Civil Service Law are determined not to have been in violation of Section 210.

ARTICLE XI - VACATIONS

Section 1.

The Department shall continue to provide authorized annual vacations of twenty-seven work days.

Section 2.

Employees may select individual vacation days at the time vacations are picked, provided that the maximum number of employees allowed to take such individual vacation days at any time shall be 2% of the Unit Rank Complement, and provided further that no employee may choose more than one of the following holidays as an individual vacation day: Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. Any employee who fails to select such individual vacation days at the time the employee makes the regular vacation pick may select such individual vacation days at a later time subject to the exigencies of the Department. Such individual vacation days shall be treated as regular vacation picks.

Section 3. - Accrual of Vacation

If the Police Department calls upon an employee in writing to forego the employee's vacation or any part thereof that portion up to a maximum of three weeks of vacation shall be carried over until such time as it can be liquidated in the following calendar year subject to the following conditions:

- (1) the selection of such vacation days shall be in the discretion of and subject to the exigencies of the Department; and
- (2) the selection of such days in the following calendar year shall be made after the regular vacation picks; and
- (3) the utilization of this vacation time shall be restricted to the months of January through May and September through November.

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It is the intention of the Police Department to allow an employee to request permission to accrue vacation consistent with this provision and to grant such requests which are reasonable.

ARTICLE XII - HEALTH AND HOSPITALIZATION BENEFITS

Section 1.

The City shall continue to provide a fully paid choice of health and hospitalization insurance plans for each employee, not to exceed 100% of the full cost of HIP-HMO on a category basis. There will be an annual reopening period during the term of this Agreement for active employees to exercise their choice among medical plans.

Section 2.

Retirees shall have the option of changing their previous choice of Health Plans. This option:

- (a) shall be a one time choice;
- (b) shall be exercised only after one year of retirement; and
- (c) can be exercised at any time without regard to contract periods.

The effective date of change to a new plan shall be the first day of the month three months after the month in which the application has been received by the New York City Health Insurance Program.

Effective with the reopener period for Health Insurance subsequent to January 1, 1980 and every two years thereafter, retirees shall have the option of changing their previous choice of health plans. This option shall be exercised in accordance with procedures established by the Employer. The Union will assume the responsibility of informing retirees of this option.

Section 3.

- a. Effective July 1, 1983 and thereafter, the City's cost for each employee and for each retiree under age 65 shall be equalized at the community rated basic HIP/HMO plan payment rate as approved by the State Department of Insurance on a category basis of individual or family, e.g. the GHI-CBP/Blue Cross payment for family coverage shall be equal to the HIP/HMO payment for family coverage.
- b. If a replacement plan is offered to employees and retirees under age 65 which exceeds the cost of the HIP/HMO equalization provided in Section 3a, the City shall not bear the additional costs.

- c. The City shall continue to contribute on a City employee benefits program-wide basis the additional amount of \$30 million to maintain the health insurance stabilization reserve fund which shall be used to continue equalization and protect the integrity of health insurance benefits.
The health insurance stabilization reserve fund shall be used: to provide a sufficient reserve; to maintain to the extent possible the current level of health insurance benefits provided under the GHI-CBP/Blue Cross plan; and, if sufficient funds are available, to fund new benefits.
- The health insurance stabilization reserve fund shall be credited with the divisions or reduced by the losses attributable to the GHI-CBP/Blue Cross plan.
- d. Pursuant to paragraph 7 of the MLC Health Benefits Agreement, notwithstanding the above, in each of the fiscal years 2001 and 2002, the City shall not make the annual \$35 million contributions to the health insurance stabilization fund.
- e. In the event that there is a Citywide or program-wide health insurance package which exceeds the cost of the equalization and stabilization fund described above, the parties may negotiate reconfiguration of this package which in no event will provide for costs in excess of the total costs of this Agreement as set forth herein. However, it is understood that the SBA will not be treated any better or any worse than any other Union Participating in the Citywide or Program-wide Health Program with regard to increased health insurance costs.

Section 4.

Where an employee is suspended without pay prior to disciplinary trial for disciplinary reasons for more than 30 days, the employee shall receive full health and hospitalization benefit coverage during the period of the suspension following the first 30 days. Where an employee is subsequently restored to full pay status, as of the date of suspension, the employee shall be restored to full health and hospitalization coverage for the first 30 days of the suspension.

Section 5. Health Care Flexible Spending Account.

- a. A flexible health care spending account shall be established after July 1993 pursuant to Section 125 of the IRS Code. Those employees eligible for New York City health plan coverage as defined on page 32, section 4(B) of the 1992 New York City Health Summary Program Description shall be eligible to participate in the account. Participating employees shall contribute at least \$260 per year up to a maximum of \$5,000 per year. Said contribution minimum and maximum levels may be modified by the MLC Health Advisory Committee based on experience of the plan. Any unfunded balance may be deducted from final salary payments due an employee.

- b. Expenses of the account shall include but not be limited to deductibles, co-insurance, co-payments, excess expenses beyond plan limits, physical exams and health related transportation costs for vision, dental, medical and prescription drug plans where the employee and dependents are covered. In no case will any of the above expenses include those non-deductible expenses defined as non-deductible in IRS Publication 502.
- c. An administrative fee of \$1.00 per week for the first year shall be charged for participation in the program. An employee's participation in the account is irrevocable during a plan year. At the close of the plan year any excess balance in an employee's account will not be refunded.

ARTICLE XIII - HEALTH AND WELFARE FUND

Section 1.

- a. Effective December 1, 2000, the City shall continue to contribute the pro-rata annual amount of \$1125 for each employee for remittance to the Health and Welfare Fund of the Sergeants Benevolent Association of the City of New York ("Welfare Fund") pursuant to the terms of a supplemental agreement to be reached by the parties subject to the approval of the Corporation Counsel.
- b. Effective November 30, 2002, the City shall increase the pro-rata annual amount for each employee to \$1,225.
- c. Effective May 31, 2003, the City shall increase the pro-rata annual amount for each employee to \$1,425.
- d. Pursuant to its commitment, the SBA will continue to provide benefits to employees' domestic partners.
- e. To the extent permitted by law, part of the amounts so contributed may be applied to maintain an appropriate legal services plan, pursuant to the terms of a supplemental agreement between the parties as approved by the Corporation Counsel.
- f. Effective December 1, 2000, employees who have been separated from service subsequent to December 31, 1970, and who were covered by the Health and Welfare Fund of the Sergeants Benevolent Association at the time of such separation pursuant to a supplementary agreement between the City and the SBA shall continue to be so covered, subject to the provisions of Sections 1 a, b, c, d and e hereof, on the same contributory basis as incumbent employees. Contributions shall be made only for such time as said individuals remain primary beneficiaries of the New York City Health Insurance Program and are entitled to benefits paid for by the City through such Program.

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g. Civil Legal Representation Fund

Effective December 1, 2000, the City shall continue to contribute \$75 per annum for each active Employee to the Welfare Fund to establish a civil legal representation fund pursuant to the terms of a supplemental agreement between the City and Union as approved by the Corporation Counsel. While these funds shall be administered by the applicable Welfare Fund, they are to be maintained in a separate account and shall not be commingled with the other monies received by the Welfare Fund. Only the \$75 provided above may be used for civil legal representation. No additional monies from the Welfare Fund may be used for civil legal representation.

h. Such payments shall be made pro-rata by the City every twenty-eight (28) days.

Section 2.

Where an employee is suspended without pay for disciplinary reasons and is subsequently restored to full pay status as of the date of the suspension, the employee shall receive full Health and Welfare Fund coverage for the period of the suspension.

ARTICLE XIV - ANNUITY FUND

Section 1.

a. Effective December 1, 2000, the City shall continue to contribute for each employee, on a twenty eight (28) day cycle basis, a pro-rata daily contribution for each working day for which such employee is paid by the City which amount shall not exceed \$1119.69 per annum for each Sergeant and \$1197.99 per annum for each Sergeant designated on Special Assignment or as Supervisor of Detective Squad in full pay status in the prescribed twelve (12) month period. Contributions hereunder shall be remitted by the City each twenty eight (28) days to a mutually agreed upon annuity fund pursuant to the terms of a supplemental agreement to be reached by the parties subject to the approval of the Corporation Counsel.

Section 2.

Where an employee is suspended without pay for disciplinary reasons and is subsequently restored to full pay status as of the effective date of the suspension, the employee shall receive full Annuity Fund coverage for the period of the suspension.

ARTICLE XV - GENERAL

Section 1. - Safety Helmets

The City agrees to furnish a safety helmet and equipment related thereto for each employee. Such headgear shall conform to Police Department specifications in effect at the time of this Agreement.

Section 2. - Parking Facilities

It is the intent of the Department to make available without liability to the City, City-owned property and on-street locations adjacent to, near or part of police stations or other command locations, as parking facilities for the personal cars of employees. A single designated representative of the Department and a single designated representative of the SBA will survey locations in the vicinity of station houses to determine what space is available which could reasonably be used for police parking and, where space exists, the Department and the SBA will jointly request of the appropriate City agency designation of such locations. This expressed intent of the Department does not imply any obligation or commitment on the part of the City or the Department to make available any such location or parking facilities. Where such property is provided and so designated for this purpose, the City shall not be obligated to improve the same, nor to maintain it for parking. The City need not continue to provide such property for parking when the City, in its discretion, decides to make a different use of it.

All inquiries or complaints from employees concerning the subject matter or application of this section shall be referred directly to the SBA for investigation and review. The SBA shall screen and thereafter shall present only those inquiries or complaints which it believes are justified to the Commanding Officer of the Office of Labor Relations of the Police Department, or the Commanding Officer's designee, for discussion and possible adjustment.

This Section shall not be subject to the grievance procedure.

Section 3. - Maintenance of Facilities

All commands and other Departmental places of assignment shall have adequate heating, hot water and sanitary facilities. The Union shall give notice to the Department of any failure to maintain these conditions. If not corrected by the Department within a reasonable time, the Union may commence a grievance at Step 3 of the grievance procedure concerning that failure.

Section 4. - Private Hospital Accommodations for Line-of-Duty Injuries

It is the intent of the City to use its best efforts to secure private room accommodations in a hospital for employees injured in the line of duty. This Section shall not be subject to the grievance procedure.

Section 5. - Information Exchange

- a. The Department will provide the Union with a copy of all Orders, Department Bulletins, "Open Door" issues, and press releases. The details of delivery shall be worked out between the parties.

The Department will provide to the Union on a semi-annual basis a computer printout containing names and addresses of employees, listed alphabetically.

- b. The Union will provide the Department with a copy of Union publications, bulletins and press releases.

Section 6. - Meal Areas

A representative of the Department and a representative of the SBA will meet to determine an adequate meal area for employees within each command and other Departmental places of assignment. This does not contemplate rebuilding or extensive remodeling.

Section 7. - Personal Folder

- a. The Personnel Bureau will provide the Union with a list of categories of items included in the Personal Folder with an indication of those confidential items which an employee is not permitted to review.
- b. Employees may view their folders on normal business days between the hours of 9 A.M. and 5 P.M. by appearing in person at the Employee Management Division, Personnel Bureau, 10th Floor, Police Headquarters. To avoid delay, employees should call the Employee Management Division at least one day in advance.
- c. The Department will upon written request to the Chief of Personnel by the individual employee, remove from the Personnel Folder investigative reports which, upon completion of the investigation are classified "exonerated" and/or "unfounded".

Section 8. - Disciplinary Records

Where an employee has been charged with a "Schedule A" violation as listed in Patrol Guide 118-2 and such case is heard in the Trial Room and disposition of the charge at trial or on review or appeal therefrom is other than "guilty", the employee concerned may, after 2 years from such disposition, petition the Police Commissioner for a review for the purpose of expunging the record of the case. Such review will be conducted by a board composed of the Deputy Commissioner - Trials, Department Advocate, and the Chief of Personnel, or their designees. The Board will make a recommendation to the Police Commissioner. The employee concerned will be notified of the final decision of the Police Commissioner by the Deputy Commissioner - Trials.

Section 9. - Disciplinary Procedures

The parties, through a joint subcommittee, shall develop procedures to insure that:

- a. All disciplinary charges shall be brought in a timely fashion pursuant to the current departmental regulations.
- b. Departmental trials shall be held as promptly as possible, utilizing additional hearing personnel.
- c. Reimbursement shall be made for any period of suspension in excess of any penalty ultimately levied.

Section 10. - Fixed Post Duty

A commanding officer may limit fixed post duty for a single employee to a single four-hour period.

Section 11. - Meal Scheduling

- a. Employees shall not be assigned meals as a matter of practice during either the first hour and one-half or last hour and one-half of their tours. In cases of emergency this practice may be altered.
- b. Field Commanders will be reminded that a meal period should ordinarily be assigned to Sergeants on parade and other details and that reasonable efforts should be made to assign meal periods. This paragraph b is not subject to the grievance procedure.

Section 12. - Lump Sum Payments

Where an employee has an entitlement to accrued annual leave and/or compensatory time, and the City's fiscal condition requires employees who are terminated, laid off or who choose to retire in lieu of layoff to be removed from the payroll on or before a specific date, or where an employee reaches the mandatory retirement age, the employer shall provide the monetary value of accumulated and unused annual leave and/or compensatory time allowances standing to the employee's credit in a lump sum. Such payment shall be in accordance with the provisions of Executive Order 30, dated June 24, 1975.

Where an employee has an entitlement to terminal leave and the City's fiscal situation requires that employees who are terminated, laid off or retired be removed from the payroll on or before a specific date, or where an employee reaches the mandatory retirement age, the employer shall provide a monetary lump sum payment for terminal leave in accordance with the provisions of Executive Order 31, dated June 24, 1975.

Section 13. - Interest Payments

Interest on wage increases shall accrue at the rate of three percent (3%) per annum from one hundred-twenty (120) days after execution of this Agreement or one hundred-twenty (120) days after the effective date of the increase, whichever is later, to the date of actual payment. Interest on longevity and step-up increments, differentials and holiday pay shall accrue at the rate of three percent (3%) per annum from one hundred-twenty (120) days following its earning or one hundred-twenty (120) days after the execution of this Agreement, whichever is later, to the date of actual payment. Interest on overtime pay shall accrue at the rate of three percent (3%) per annum from one hundred-twenty (120) days following its earning or one hundred-twenty (120) days following the employee's submission of an overtime report, whichever is later. Interest accrued pursuant to this paragraph shall be payable only if the amount of interest due to an individual employee exceeds five dollars (\$5).

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Section 14. - Layoffs

Where layoffs are scheduled the following procedure shall be used:

- 1. Notice shall be provided to the appropriate Union not less than 30 days before the effective dates of such projected layoffs.**
- 2. Within such 30-day period designated representatives of the Employer will meet and confer with the designated representatives of the appropriate Union with the objective of considering feasible alternatives to all or part of such scheduled layoffs, including but not limited to (a) the transfer of employees to agencies with retraining, if necessary, consistent with Civil Service Law but without regard to Civil Service title, (b) the use of Federal and State funds whenever possible to retain or re-employ employees scheduled for layoff, (c) the elimination or reduction of the amount of work contracted out to independent contractors and (d) encouragement of early retirement and the expediting of the processing of retirement applications.**

When a layoff occurs, the Department will provide the Union with a list of employees who are on a preferred list with the original date of appointment utilized for the purpose of such layoff.

Section 15. - Public Transportation

The City and the SBA will use their best efforts to effect free transportation on buses and subways for Sergeants.

Section 16. - Polygraphs

The current practice concerning the use of polygraphs in internal investigations shall be maintained during the term of this Agreement.

Section 17. - Probationary Period

Upon an employee's satisfactory completion of six (6) months of probation, the employee's commanding officer may recommend that the employee be granted permanent status.

Section 18. Performance Compensation

The City acknowledges that each of the uniformed forces performs an important service that reflects the diverse missions of the City's uniformed agencies. In order to reward service of an outstanding, exceptional nature, each of the uniformed agencies will establish a performance compensation program to recognize and reward such service, tailored to the unique missions of the individual uniformed agency.

The parties agree that additional compensation may be paid to employees performing outstanding, exemplary, difficult and/or unique assignments. The City will notify and discuss with each affected union of its intent to pay such additional compensation and the individuals to be compensated.

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The criteria for the granting of performance-based compensation shall be based upon outstanding performance in the work assigned, and/or performance of unique and difficult work.

The performance-based compensation payments provided for in this section shall be one-time, non-recurring cash payments subject to applicable pension law. An employee can receive no more than one payment annually.

This provision shall not affect any existing productivity programs covered in any existing collective bargaining agreements. Nor shall this provision be construed to waive any obligation of the City to negotiate over future productivity programs as required by applicable law.

ARTICLE XVI - UNION ACTIVITY

Section 1.

Time spent by Union officials and representatives in the conduct of labor relations shall be governed by the provisions of Mayor's Executive Order No. 75, as amended, dated March 22, 1973, or any other applicable Executive Order or local law, or as otherwise provided in this Agreement. No employee shall otherwise engage in Union activities during the time the employee is assigned to the employee's regular duties.

Section 2.

Union Trustees and delegates shall be recognized as representatives of the Union within their respective territories and commands. For the purpose of attending the regular scheduled monthly delegate meetings, but not more than twelve (12) per year, there will be a 24-hour excusal for daytime meetings on the 1st, 2nd and 3rd platoons on the day of the meeting, and for evening meetings on the 2nd and 3rd platoons on the day of the meeting and the 1st platoon on the following day. If the delegate or officer is either sick or out-of-town on leave or assignment, or is required to appear in court, an alternate will be able to obtain this same excusal. The Union will provide the City with a list of those attending each such meeting, which shall be the basis for their payment.

Section 3.

The parties shall explore a further clarification of Departmental rules and procedures to enable SBA delegates and officers to represent properly the interests of Sergeants. An appropriate Departmental order in this regard shall be issued.

ARTICLE XVII - NO DISCRIMINATION

In accord with applicable law, there shall be no discrimination by the City against any employee because of Union activity.

ARTICLE XVIII - NIGHT SHIFT DIFFERENTIAL

- a. There shall be a 10% night shift differential effective January 1, 1971 applicable to all employees assigned to rotating tours of duty for all work actually performed between the hours of 4:00 P.M. and 8:00 A.M. There shall be a 10% night shift differential effective January 1, 1971 applicable to all other employees for all work actually performed between the hours of 4:00 P.M. and 8:00 A.M., provided that more than one hour is actually worked after 4:00 P.M. and before 8:00 A.M.
- b. Where overtime compensation is to be calculated for tours in the regular duty chart, the overtime calculation shall be based on the rate paid for the tour to which the overtime is attached; for tours not in the regular duty chart, the overtime calculation shall be based on the rate paid for half or more of the hours of the tour to which the overtime is attached.

ARTICLE XIX - OVERTIME TRAVEL GUARANTEE

Section 1.

The assignment of an employee to a post not within the employee's permanent command (hereinafter referred to as "flying") shall in the first instance be accomplished so that the assignment originates and terminates within such employee's permanent command and within the employee's regular tour of duty.

Section 2.

Overtime travel guarantee compensation shall continue to be paid as follows:

- a. In the event that an employee is assigned to a post outside the employee's permanent command and is required to report at such post at the start of the employee's regular tour of duty, the employee shall accrue an allowance for travel to the assigned post at the rate of time and one-half for 45 minutes of travel time if the assigned post is within the same patrol borough as the employee's permanent command or at the rate of time and one-half for 1-1/4 hours if the assigned post is in a different patrol borough from that of the employee's permanent command.
- b. In the event that an employee is assigned to a post outside the employee's permanent command and cannot return to the permanent command within the regular tour of duty, the employee shall accrue an allowance for travel to the permanent command at the same rate as stated in Subsection 2(a) of this Article.

Section 3.

The overtime accrued pursuant to this Article for any one day shall be taken at the employee's sole option either all in cash or all in compensatory time off.

Section 4.

In the administration of the provisions of this Article the arbitrator's award in OCB Docket No. A-212-72 shall be applicable.

Section 5.

Notwithstanding anything to the contrary herein, employees assigned to the Detective Bureau and/or "Designated as Supervisor of Detective Squad" and/or "Designated on Special Assignment" shall not receive Overtime Travel Guarantee compensation during the entire period of such assignment, except when assigned in uniform.

Section 6.

- (1) All claims for payment of compensatory time off which is earned pursuant to this Article on December 1, 1977 or thereafter must be submitted to the appropriate payroll personnel by the applicant within 180 days from the date payment is earned for payment in cash. All applications submitted after 180 days up to 365 days from the date payment is earned will be granted the appropriate compensatory time off only for claims under this Article.
- (2) If a request for payment is timely submitted and rejected by the Police Department, the grievant shall have 120 days from the date of receipt of a written rejection notice to file a grievance pursuant to this Article.
- (3) The above clarification shall apply only to claims under this Article earned on December 1, 1977 or thereafter.
- (4) This clarification applies to a grievance brought under this collective bargaining contract only. It has no applicability to any other legal remedy which an individual may have.

ARTICLE XX - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. - Definitions

- a. For the purposes of this Agreement the term, "grievance," shall mean:
 - (1) a claimed violation, misinterpretation or inequitable application of the provisions of this Agreement;
 - (2) a claimed violation, misinterpretation or misapplication of the rules, regulations, or procedures of the Police Department affecting terms and conditions of employment, provided that, except as otherwise provided in this Section 1(a), the term, "grievance" shall not include disciplinary matters;

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- (3) a claimed improper holding of an open-competitive rather than a promotional examination;
 - (4) a claimed assignment of the grievant to duties substantially different from those stated in the grievant's job title specifications.
- b. For the purposes of this Agreement the term "Commanding Officer" shall mean the immediate Commanding Officer of the aggrieved employee.
 - c. For the purposes of this Agreement the term "Reviewing Officer" shall mean the superior officer in charge of the next higher command or level above a Commanding Officer.
 - d. For the purposes of this Agreement the term "Board" shall mean the Personnel Grievance Board to be composed of three (3) members, as follows: a Deputy Commissioner or other designee of the Police Commissioner, who shall be Chairman of the Board, the Chief of Department or the Chief of Department's designee, and the President of the Union or the President's designee.
 - e. For the purposes of this Agreement the term, "grievant," shall mean an employee or group of employees asserting a grievance or the Union or both, as the context requires.

Section 2.

The availability of the grievance or arbitration procedure shall not justify a failure to follow orders.

Section 3.

- a. Every grievant shall have the right to present a grievance in accord with the procedure provided herein free from coercion, interference, restraint or reprisal.
- b. The informal resolution of differences or grievances is urged and encouraged at all levels of supervision.
- c. Commanding Officers and Reviewing Officers shall promptly consider grievances presented to them and, within the scope of their authority take such necessary action as is required herein.
- d. Commanding Officers, Reviewing Officers and members of the Personnel Grievance Board shall consider objectively the merits of grievances with due consideration to the harmonious interrelationship that is sought to be achieved among all members of the force and for the good of the Police Department.
- e. Any employee may present the employee's own grievance through the first four steps of the grievance procedure either individually (with the aid of the employee's own counsel if the employee so chooses), or through the Union, provided, however,

that the Union shall have the right to have a representative present at each step of the grievance procedure.

Section 4.

Under the grievance procedure herein a grievance must be initiated within 90 days following the date on which the grievance arose or the date on which the grievant should reasonably have learned of the grievance or the execution date of this Agreement, whichever date is the latest. Grievances shall be processed according to the following procedure:

STEP I.

A grievant shall present the grievance to the Commanding Officer either orally or in writing. The Commanding Officer shall carefully consider the matter, make a decision thereon and advise the grievant of the decision within five (5) days of the grievance's submission.

STEP II.

If the grievance is not satisfactorily adjusted at Step I, the grievant may seek the following review within ten days after receipt of the Step I decision. The grievant shall reduce the grievance to writing on Form P.D. 158-151 (in triplicate), setting forth a concise statement of the grievance and the results of the proceedings at Step I. The grievant shall forward two copies to the appropriate Reviewing Officer and retain one copy for personal use. The Reviewing Officer shall forward one copy to the Commanding Officer, requesting the Commanding Officer's comments. The Reviewing Officer shall carefully consider said grievance, make a determination, and notify the grievant and the Commanding Officer of the Reviewing Officer's decision within ten (10) days following receipt of the grievance.

STEP III.

If the grievance is still not satisfactorily adjusted, the grievant may, not later than ten days after notification of the Reviewing Officer's decision, seek further review as follows:

The grievant shall prepare a report on P.D. 158-151 (in quintuplicate) setting forth a concise statement of the grievance and the results of the proceedings at Steps I and II. The grievant shall forward four copies of the report through official channels to the Chairman, Personnel Grievance Board, retaining one copy for personal use. The Board shall forward one copy to the Reviewing Officer, requesting the Reviewing Officer's comments thereon. The Personnel Grievance Board shall meet at least once a month on a date designated by the Chairman. At each meeting, the Board shall consider all grievances which, at least five days prior to such meeting, have been properly referred to the Board. The grievant may choose to have the grievant's representatives present at the meeting, at which time oral and written statements may be presented.

The Board shall carefully consider said grievance, make a determination and notify the grievant, the Commanding Officer and the Reviewing Officer, in writing, of its decision within seven days after the meeting at which the grievance is considered.

It is understood and agreed by and between the parties that there are certain grievable disputes which are of a Department level or of such scope as to make adjustments at Step I or Step II of the grievance procedure impracticable, and, therefore, such grievances may be instituted at Step III of the grievance procedure by filing the required written statement of the grievance directly with the Chairman of the Personnel Grievance Board; the Chairman or Chairman's designee shall convene a meeting of the Board within five (5) working days following receipt of the grievance, and the Board shall render its decision within five (5) working days following that meeting.

STEP IV.

Where the grievance is not satisfactorily adjusted at Step III, the grievant may refer the grievance, not later than thirty (30) calendar days after notification of the Board's decision, to the Police Commissioner for determination; and the Police Commissioner shall make a determination within ten (10) working days following receipt of the grievance. This determination shall be made after appropriate consultation with any or all parties to the grievance, including the Chairman of the Board and/or the Board members; and copies shall be sent to the grievant and the Union.

Grievances which affect substantial numbers of employees may be compressed by elimination of the fourth Step of the grievance procedure.

Section 5.

At every step of these procedures, the grievant and the officer considering the grievance shall work for a satisfactory adjustment. At any step, the Commanding Officer, the Reviewing Officer, and the Board shall have the right to summon the grievant and any and all persons considered necessary to the equitable adjustment of the grievance. Proceedings shall be informal. The Chairman of the Personnel Grievance Board shall take such steps to implement the provisions concerning grievances as are necessary for the proper and effective operation of the procedures provided for herein. The Chairman shall resolve questions as to jurisdictional responsibility of Commanding Officers and Reviewing Officers and shall work out the operational details of the program. For these purposes, the Chairman shall issue orders and instructions through the Chief of Department not inconsistent with the provisions of this Article.

Section 6.

The grievance procedure established hereinbefore is designed to operate within the framework of, and is not intended to abolish or supersede, existing rules and procedures providing for additional methods of redress. These include, but are not limited to, the existing rights of a grievant to request an interview with the Police Commissioner.

Section 7.

Any or all of the foregoing grievance steps may be waived by the written consent of both parties.

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Section 8.

Within twenty (20) days following receipt of the Police Commissioner's Step IV decision, the Union shall have the right to bring grievances unresolved at Step IV to impartial arbitration pursuant to the New York City Collective Bargaining Law and the Consolidated Rules of the New York City Office of Collective Bargaining. In addition, upon ten (10) days' written notice to the Union, the City shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined as a "grievance" herein. The City shall commence such arbitration by submitting a written request therefor to the Office of Collective Bargaining, with a copy to the Union; and the matter shall proceed pursuant to the Consolidated Rules of the Office of Collective Bargaining.

A permanent rotating Panel of a minimum of five (5) Arbitrators shall be established, drawn from the official panel of the Office of Collective Bargaining, as agreed to by both parties. The members of the Panel shall be assigned on a rotating basis to arbitrate all grievances under this Section.

The assigned Arbitrator shall hold a hearing at a time and place convenient to the parties and a transcript shall be taken unless the taking of a transcript is waived by both parties. The arbitrator shall attempt to issue an award within ten (10) days after the completion of the hearing.

The City and the Union shall each pay 50% of the fees and expenses of the Arbitrator and of all other expenses incidental to such arbitration. The costs of one copy for each party and one copy for the Arbitrator of the transcripts shall be borne equally by the parties.

Section 9.

In case of grievances falling within Sections 1(a)(1), or 1(a)(2) of this Article, the arbitrator's decision, and order or award (if any), shall be limited to the application and interpretation of the collective bargaining Agreement, rule, regulation, procedure, order or job title specification involved, and the Arbitrator shall not add to, subtract from, or modify any such Agreement, rule, regulation, procedure, order or job title specification. An Arbitrator's award shall be final and binding and enforceable in any appropriate tribunal in accord with Article Seventy-Five of the Civil Practice Law and Rules, except that awards as to grievances concerning assignment of the grievant to duties substantially different from those stated in the grievant's job title specification or the use of an open-competitive rather than promotional examination, shall be final and binding and enforceable only to the extent permitted by law. An Arbitrator may provide for and direct such relief as the Arbitrator determines to be necessary and proper, subject to the limitation set forth above and any applicable limitations of law.

Section 10.

The time limits contained in this Article may be modified by mutual agreement. In the event that the Department fails to comply with the time limits prescribed herein, the grievance may be advanced to the next step.

ARTICLE XXI - LINE-OF-DUTY DEATH BENEFIT

In the event an employee dies because of a line-of-duty injury received during the actual and proper performance of police service relating to the alleged or actual commission of an unlawful act, or directly resulting from a characteristic hazard of police duty, through no fault of the employee's, a payment of \$25,000 shall be made from funds other than those of the Retirement System in addition to any other payment which may be made as a result of such death. Such payment shall be made to the beneficiary designated under the Retirement System or, if no beneficiary is so designated, to the estate of the deceased.

ARTICLE XXII - DEATH BENEFIT-UNUSED LEAVE AND COMPENSATORY TIME

If an employee dies while employed by the City, the employee's beneficiary designated under the Retirement System or, if no beneficiary is so designated, the deceased's estate shall receive payment in cash for the following as a death benefit:

- a. All unused accrued leave up to a maximum of 54 days' credit;
- b. All unused accrued compensatory time earned subsequent to January 1, 1971 which is verifiable by official Department records up to a maximum of two hundred (200) hours.

ARTICLE XXIII - OPTIONAL WORK DURING VACATIONS

Section 1.

Any employee may volunteer to work for one five-day period during such employee's vacation leave. Whether the volunteer will be assigned to duty is within the discretion of the Department. If assigned to duty, the assignment shall be at the discretion of the Department to any regular platoon in any one command for the entire five-day period. No employee shall be discriminated against in the application of this Section because the employee is in the last year of service.

Section 2.

An employee who so volunteers shall be compensated at the employee's regular straight-time rate of pay for all work performed during the assigned platoon's regular hours of work. Except as otherwise provided in this Article, all other provisions of this Agreement shall be applicable to work so performed.

Section 3.

Contributions under Article XIII (Health and Welfare Fund) and Article XIV (Annuity Fund) of this Agreement shall not be paid for work performed pursuant to this Article.

Section 4.

For the purposes of Article XIX (Overtime Travel Guarantee) of this Agreement, the command to which an employee is so assigned for the five-day period shall be deemed that employee's "permanent command."

ARTICLE XXIV - NO STRIKES

In accord with applicable law, neither the Union nor any employee shall induce or engage in any strikes, slowdowns, work stoppages, or mass absenteeism, or induce any mass resignations during the term of this Agreement.

ARTICLE XXV - BULLETIN BOARDS

The Union may post notices on bulletin boards in places and locations where notices usually are posted by the employer for employees to read. All notices shall be on Union stationery, shall be used only to notify employees of matters pertaining to Union affairs, and shall not contain any derogatory or inflammatory statements concerning the City, the Department, or personnel employed by either entity.

ARTICLE XXVI - LABOR MANAGEMENT COMMITTEE

Section 1.

The City and the Union, having recognized that cooperation between management and employees is indispensable to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support a labor-management committee.

Section 2.

The labor-management committee shall consider and may recommend to the Police Commissioner changes in the working conditions of the employees, including, but not limited to, the following subjects: the adequate levels of police coverage to ensure the safety of employees on duty; and excusal policy for employees appearing in court after the midnight tour. Matters subject to the grievance procedure shall not be appropriate items for consideration by the labor-management committee.

Section 3.

The labor-management committee shall consist of six members who shall serve for the term of this Agreement. The Union shall designate three members and the Police Commissioner shall designate three members. Vacancies shall be filled by the appointing party for the balance of the term to be served. Each member may designate one alternate. The committee shall select a chairman from among its members at each meeting. The chairmanship of the committee shall alternate between members designated by the Police Commissioner and the members designated by the Union. A quorum shall consist of a majority of the total membership of a committee. A committee shall make its recommendations to the Police Commissioner in writing.

At the request of either the Police Department or the S.B.A., a representative of the Mayor's Office of Labor Relations will sit in on the Labor Management Committee.

Section 4.

The labor-management committee shall meet at the call of either the Union members or the City members at times mutually agreeable to both parties. At least one week in advance of a meeting the party calling the meeting shall provide to the other party, a written agenda of matters to be discussed. Minutes shall be kept and copies supplied to all members of the committee.

ARTICLE XXVII - RADIO MOTOR PATROL

In recognition of the findings and conclusions in the Report of the Impasse Panel, dated October 3, 1980, in BCB Case No. 1-145-79, the Sergeants' Benevolent Association of the Police Department of the City of New York (the "SBA") and the City of New York (the "City") hereby mutually agree that the following safeguards and clarifications are necessary to alleviate the impact of solo supervisory patrol on the safety of Sergeants and that the following shall constitute the agreement of the parties:

1. Trigger Points.

Solo supervisory patrols (whether voluntary or involuntary) shall not be assigned unless the "trigger point" of two-man RMP's for the precinct and tour shall have been met. The current trigger points shall be those now in effect under Operations Order 85. Such trigger points may be increased by the City, but shall not be decreased during the term of the contract except on mutual consent.

Only marked RMP cars made up of two uniformed Police Officers actively assigned to regular precinct patrol for the particular precinct and tour shall be counted towards reaching the trigger point number. Once the trigger points are reached at the beginning of the tour, a supervisor may be assigned to solo supervisory patrol only if a Police Officer is actually assigned to perform and will perform solo patrol in an RMP car at the commencement of that tour in that precinct pursuant to Operations Order 85 as now in effect, except on the second platoon. A supervisor may be assigned to solo supervisory patrol during the second platoon once the trigger point for the particular precinct has been reached at the beginning of the tour, even if there are no Police Officers assigned to solo patrol. If, at any time during a tour, however, the number of two-man RMP cars on active street patrol falls below the trigger point for the particular precinct and tour except as a result of meals and other temporary situations, solo supervisory patrol shall be immediately suspended for the remainder of the tour and the patrol supervisor shall be provided an operator before resuming supervisory patrol. Except on the second platoon, solo supervisory patrol shall be suspended if all RMP cars assigned to solo patrol by

Police Officers in that precinct pursuant to Operations Order 85 as now in effect have been taken out of service during that tour.

The provisions of this paragraph are subject to paragraph 7 below.

2. Equipment and Training.

The City shall supply and equip supervisors on solo patrol with operational portable radios, and shotguns, with adequate training in the use and care of that weapon. Adequate training shall be a condition precedent to assignment.

The training to be given to supervisors for solo supervisory patrol shall be the same as that received by Police Officers and shall include instructions that supervisors on solo supervisory patrol are to act prudently under all circumstances, are not expected to place themselves in peril or unnecessarily jeopardize their safety pending arrival of backup personnel and, if required by the circumstances on the scene at that time, shall await assistance without immediately taking action. Shotgun training will be given first to volunteers and then, only if staffing problems should develop, would other Sergeants be requested to go through this training. The Department will consult with the SBA on training procedures before their implementation. In addition, the Department will investigate and alleviate any problems of which they presently are or should become aware concerning defective radios or "dead" areas affecting supervisors on solo supervisory patrol.

3. Volunteers.

All solo supervisory patrols shall first be filled on a volunteer basis, and involuntary assignments shall be made only if no volunteers are available. Volunteers shall be limited to those Sergeants who are assigned to supervise precinct patrol on each tour in each particular precinct.

4. Solo Response.

Solo patrol supervisors shall not be dispatched or respond as primary response units, and shall not be dispatched or respond as back-up units except in emergencies when no other back-up RMP is available. In emergencies when no other back-up RMP unit is available, other RMP units on low-priority jobs will be dispatched before a solo supervisor is dispatched and RMP units on meal or otherwise temporarily out of service shall be dispatched before a solo supervisor is dispatched if the RMP units can be called back into service expeditiously.

5. Familiarity With Precinct.

A supervisor not familiar with the precinct or area which he is assigned to patrol shall be provided with an operator. Familiarity with the assigned precinct or area shall require the Supervisor to have had a minimum of three (3) months served in the precinct and to have engaged in thirty (30) tours of supervisory patrol in the precinct in the twelve (12) month period preceding the assignment. Each "tour" to

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be counted for the purpose of familiarization with the precinct shall be at least four (4) hours in duration of supervisory patrol performed in an RPM car. The system for recording time on supervisory patrol tours will be developed by the Department in consultation with the SBA.

6. Multi-Precinct Supervisory Patrol.

A supervisor assigned to patrol more than one precinct shall be provided with an operator.

7. Unusual Conditions.

In the event of an unusual condition occurring, the Commanding Officer shall have authority to assign a Police Officer as operator of a supervisor's vehicle on a given tour. If such condition continues for more than one week, a report with recommendations shall be forwarded to the Chief of Patrol.

When solo RMP for Police Officers is suspended due to an unusual condition, the Commanding Officer shall automatically suspend solo supervisory patrol. In addition, Commanding Officers are reminded that the conditions affecting solo supervisory patrol are such that they have the authority to declare an unusual condition for the suspension of solo supervisory patrol without having to suspend solo patrol for Police Officers.

8. Joint Committee.

The parties shall establish a joint Labor-Management Committee on Safety, consisting of equal representatives of the City and of the SBA, to consider and recommend changes in the program of solo supervisory patrol, including trigger point numbers. That Committee shall meet at the request of the City or the SBA, but not more frequently than every six months, except on mutual consent.

The Department will provide to the SBA all relevant reports and statistics compiled in the Department on the subject of solo RMP, as they become available, with the sole exception of high-level confidential analyses used for planning purposes.

9. Benefit Protection.

Supervisors shall not be in any way penalized, deemed to have assumed the risk or denied retirement or other benefits by virtue of their having volunteered for or been assigned to solo supervisory patrol.

ARTICLE XXVIII - NO WAIVER

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which employees are entitled by law.

ARTICLE XXIX - SAVINGS CLAUSE

If any provision of the Agreement is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Agreement.

ARTICLE XXX - FINANCIAL EMERGENCY ACT

The provisions of this Agreement are subject to applicable provisions of law including the New York State Financial Emergency Act for the City of New York, as amended.

ARTICLE XXXI - TERM

The term of this Agreement shall commence on December 1, 2000 and shall expire at midnight on May 31, 2003.

IN WITNESS WHEREOF, the parties have executed this Agreement
on the day and year first above written.

Oct 1, 2003

CITY OF NEW YORK

SERGEANTS' BENEVOLENT
ASSOCIATION OF THE CITY OF
NEW YORK, INC.

BY 
JAMES F. HANLEY
Commissioner
Labor Relations

BY 
EDWARD MULLINS
President

APPROVED AS TO FORM:

BY 
PAUL T. REPHEN
Acting Corporation Counsel

DATE SUBMITTED TO THE
FINANCIAL CONTROL BOARD:

UNIT: SERGEANTS

TERM: December 1, 2000 to May 31, 2003

OFFICE OF LABOR RELATIONS REGISTRATION	
OFFICIAL	CONTRACT
NO: <u>04010</u>	DATE: <u>OCT 02 2003</u>



THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS

40 Rector Street, New York, NY 10006-1705

<http://nyc.gov/html/olr>

JAMES F. HANLEY

Commissioner

PAMELA S. SILVERBLATT

First Deputy Commissioner

Sergeant Edward Mullins
President
Sergeants Benevolent Association
35 Worth Street
New York, N.Y. 10013

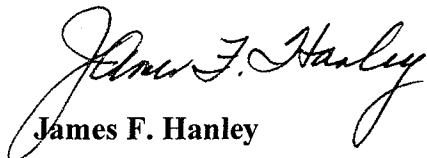
Re: SBA Agreement for the period
December 1, 2000 to May 31, 2003

Dear Sergeant Mullins:

This is to confirm our mutual understanding and agreement that the Sergeants Benevolent Association (SBA) has accepted and agreed to be bound by the terms of the December 1, 2000 to May 31, 2003 SBA Agreement. It is understood that up to \$25 per each active employee per year to be allocated as a "Civil Legal Representation Fund" by the employer is subject to further discussions. The contributions which are provided could be for benefits other than civil legal representation expenses and if so, are subject to the employer's agreement.

These funds shall be administered by the applicable welfare fund; they are to be maintained in a separate account and shall not be commingled with other monies received by the welfare fund.

Very truly yours,


James F. Hanley



THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
40 Rector Street, New York, NY 10006-1705
<http://nyc.gov/html/olr>

JAMES F. HANLEY

Commissioner

PAMELA S. SILVERBLATT

First Deputy Commissioner

Sergeant Edward Mullins
President
Sergeants Benevolent Association
35 Worth Street
New York, N.Y. 10013

Re: SBA Agreement for the period
December 1, 2000 to May 31, 2003

Dear Sergeant Mullins:

This is to reflect that the Impasse Panel's Report and Recommendations in OCB case #I-198-89 increased the number of appearances required by certain Sergeants as follows:

Each employee promoted to Sergeant on or after July 1, 1990 shall be required to work three (3) additional tours per year beyond the number required for a similarly situated incumbent Sergeant. Effective July 1, 1995, as a result of the 1992-95 collective bargaining agreement, each employee promoted to Sergeant on or after July 1, 1990, after serving five (5) years in the rank of Sergeant, shall work the same number of tours per year as a similarly situated incumbent Sergeant who was promoted prior to July 1, 1990.

Very truly yours,

A handwritten signature in cursive script, reading "James F. Hanley", is written over a printed name.

James F. Hanley



THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
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JAMES F. HANLEY
Commissioner
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First Deputy Commissioner

Sergeant Edward Mullins
President
Sergeants Benevolent Association
35 Worth Street
New York, N.Y. 10013

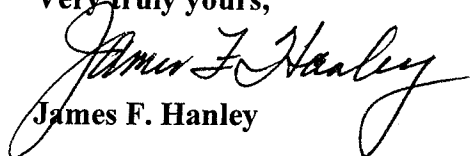
Re: SBA Agreement for the period
December 1, 2000 to May 31, 2003

Dear Sergeant Mullins:

The City and the SBA recognize that, pursuant to Administrative Code Section 12-127, the City is obligated to pay for the cost of line of duty injury prescription drugs for SBA members. The parties further recognize that a significant number of SBA members have utilized the SBA Health and Welfare Fund to pay for these prescription drugs without reimbursement by the City. The SBA agrees to waive any and all claims retroactively and prospectively against the City for the reimbursement of the cost of line of duty injury prescription drugs.

If the above conforms to your understanding, please execute the signature line below.

Very truly yours,


James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF SBA


Edward Mullins



THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS

40 Rector Street, New York, NY 10006-1705

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JAMES F. HANLEY

Commissioner

PAMELA S. SILVERBLATT

First Deputy Commissioner

Sergeant Edward Mullins
President
Sergeants Benevolent Association
35 Worth Street
New York, N.Y. 10013

Re: SBA Agreement for the period
December 1, 2000 to May 31, 2003

Dear Sergeant Mullins:

This is to confirm that during negotiations for the successor agreement to this 2000-2003 agreement the parties shall negotiate the issue of increasing the City's contribution to the SBA Health and Welfare Fund as the first issue to be addressed. The issues to be negotiated shall include the intent of the parties to equalize the City's total contribution to the SBA Health and Welfare Fund with the total contributions made by the City to other health and welfare funds on behalf of other employees and that the SBA shall be responsible for the cost of such increased contributions.

If the above conforms to your understanding, please execute the signature line below.

Very truly yours,

A handwritten signature in cursive script, reading "James F. Hanley", is written over the typed name.

James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF SBA

A handwritten signature in cursive script, reading "Edward Mullins", is written over the typed name.

Edward Mullins



THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS

40 Rector Street, New York, NY 10006-1705

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JAMES F. HANLEY

Commissioner

PAMELA S. SILVERBLATT

First Deputy Commissioner

Sergeant Edward Mullins
President
Sergeants Benevolent Association
35 Worth Street
New York, N.Y. 10013

Re: SBA Agreement for the period December 1, 2000 to May 31, 2003

Dear Sergeant Mullins:

This is to confirm our mutual understanding and agreement regarding the method of calculation of the 20 and 25 years of service for the "pensionability" of longevity adjustments pursuant to Article VIII, Section 1(c) of the Agreement. The following categories of service for purposes of computing the 20 or 25 year pensionability of longevity differential payments shall be as follows:

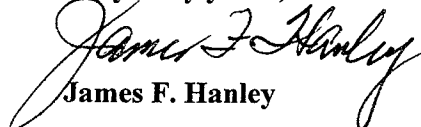
- laid-off police time which has been purchased for pension credit
- prior City uniformed service
- prior State service credited under the pension law as uniformed service.

The following category of service shall be considered police service for purposes of computing the 25 year pensionability of longevity differential payment:

- prior City service, including trainee time.

If the above conforms to your understanding, please execute the signature line below.

Very truly yours,


James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF THE SBA

BY:


Edward Mullins



THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS

40 Rector Street, New York, NY 10006-1705

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JAMES F. HANLEY

Commissioner

PAMELA S. SILVERBLATT

First Deputy Commissioner

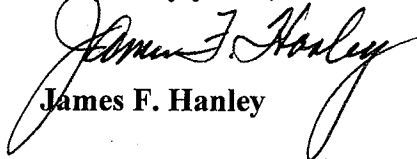
Sergeant Edward Mullins
President
Sergeants Benevolent Association
35 Worth Street
New York, N.Y. 10013

Re: SBA Agreement for the period
December 1, 2000 to May 31, 2003

Dear Sergeant Mullins:

This is to confirm our mutual understanding and agreement regarding Article XII of the above Agreement. If the stabilization fund referred to does not have sufficient monies to maintain the then current level of health insurance benefits provided under GHI-CBP/Blue Cross plan, payroll deductions in the appropriate amounts shall be taken from employees and retirees enrolled in such plan unless agreement is reached on a program wide basis to take the needed monies from the contributions to the welfare fund provided in Article XIII of the above Agreement.

Very truly yours,


James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF THE SBA

BY:


Edward Mullins



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First Deputy Commissioner

Sergeant Edward Mullins
President
Sergeants Benevolent Association
35 Worth Street
New York, N.Y. 10013

Re: SBA Agreement for the period
December 1, 2000 to May 31, 2003

Dear Sergeant Mullins:

Pursuant to Article XIII, Section 1(b) herein, the parties agree that there shall be an increase in the welfare fund contribution of \$100, effective November 30, 2002. In addition, pursuant to Section 5 of the MLC Health Benefits Agreement, the parties agree that there shall be an increase in the welfare fund contribution of \$200 per annum, effective on the last day of the separate successor unit agreement.

For the purposes of implementing these rate increases to the Retiree Welfare Funds, the following shall apply:

- The monthly contribution for October 2002 shall be \$93.75
- The monthly contribution for November 2002 shall be \$94.02
- The monthly contribution for December 2002 shall be \$102.0833
- The monthly contribution for May 2003 shall be \$102.6333
- The monthly contribution for June 2003 shall be \$118.75

If the above accords with your understanding, please execute the signature one below.

Very truly yours,


JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF THE SBA

BY: 

Edward Mullins